



RHODE ISLAND LEGAL SERVICES, INC.

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January 24, 2017

Santander Bank, N.A.
Single Point of Contact
Mailcode 10-421-MC3
450 Penn Street
Reading, PA 19602

Re: Nancy A. Boynton and Patricia Beekes
Property Address: 4 Cassisi Ct, North Providence, RI 02904
Mortgage Loan Number: 0826889451

To Whom It May Concern:

Please be advised that I represent Nancy A. Boynton and Patricia Beekes with respect to the mortgage loan serviced by Santander Bank, N.A. ("Santander") on the property located at 4 Cassisi Ct, North Providence, RI 02904. As servicer of my clients' mortgage loan, please treat this as a "Notice of Error" pursuant to the Real Estate Settlement Procedures Act, subject to the response period set out in Regulation X, 12 C.F.R. § 1024.35(e)(3)(i)(B).

On December 16, 2016, Santander sent a notice of default to my clients Nancy A. Boynton and Patricia Beekes, claiming that they were in arrears of \$100,552.85 for monthly payments of \$1,886.17 from 4/1/2011 to 12/16/2016. My clients dispute that they are in arrears for \$100,552.85 and that the monthly payment is \$1,886.17.

To cure this error, please take the following steps:

- Identify all charges to the account and explain the calculations Santander used to reach the number \$100,552.85. If there are any charges to this account other than principal and interest, identify the date, amount, payee, and reason for each charge.
- Explain the calculations Santander used to reach the \$1,886.17 monthly payment.
- Provide copies of all monthly billing statements for the period of time from 4/1/2011 to the present date.
- Provide all annual escrow account disclosure statements for 2011, 2012, 2013, 2014, 2015, and 2016, any interim escrow account calculations from 4/1/11 to 12/16/16, and any notice of a change in the monthly payment.
- If the \$100,552.85 includes any charges for attorney's fees and costs, remove such charges from the account. Pursuant to paragraph 22 of the mortgage and In Re Demers,

511 B.R. 233 (2014), such charges are not chargeable to the account until after the cure date of a valid notice of default has passed. As the cure date has not passed yet, these charges must be removed from the account.

- If the \$100,552.85 did wrongfully include attorney's fees and costs, then provide a new notice of default that satisfies paragraph 22 of the mortgage by accurately specifying the amount in arrears and the amount required to cure the default by a specific date.

Thank you for taking the time to respond to this notice of error.

Sincerely,



Jeffrey C. Ankrom, Esq.
Attorney for Nancy A. Boynton and Patricia Beekes

Cc: Matthew A. Kane, Esq., Laredo & Smith, LLP for Santander